

United States Bankruptcy Court

District Of South Carolina

In re

Case No. 22-02388-hb_

Debtor

Chapter _13_

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U .S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$_4000_

Prior to the filing of this statement I have received \$_1000_

Balance Due \$_3000_

2. The source of the compensation paid to me was:

Debtor Other (specify)

3. The source of compensation to be paid to me is:

Debtor Other (specify)

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor' s financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters as set out in the attached retainer agreement.;
- e. [Other provisions as needed]

6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

See attached retention agreement.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

11/9/2022
Date

/s/ Sean Markham
Signature of Attorney
Markham Law Firm, LLC
Name of law firm

Re: Retainer Agreement

Dear :

Please carefully review this retainer. Following this document are additional instructions about how to proceed with preparing your bankruptcy case. You will need to carefully review those instructions as well.

Who the Firm Represents

This letter will serve as the agreement between you, Antenette R Murray (the "Client" or "You") and the Markham Law Firm, LLC (the "Firm") under which the Firm has agreed to provide certain legal advice to You. By signing below, You acknowledge that Firm represents only You and further acknowledge that the Firm DOES NOT represent any other family member, entity, or any officers, directors, persons, or entities that are affiliated or related to those entities.

You have requested that my Firm represent you and file you into a Chapter 13 Bankruptcy. By agreeing to undertake this representation Firm **DOES NOT** promise any particular result or outcome.

Type or Representation

The representation set forth in this agreement contemplates only representing You in a Chapter 13 Bankruptcy. In the event You are sued in a non-bankruptcy forum, such as state court, Firm will NOT represent You in such lawsuit(s) unless Firm and Client enter into separate written agreements as to each individual lawsuit. Firm cannot and does not represent you in any other jurisdiction other than South Carolina.

Retainer Amount

By Signing below You agree to pay to Firm \$4,000 for your Chapter 13 bankruptcy. This fee will consist of an upfront payment of \$1,000 ("Upfront Payment") with the balance of \$3,000 to be paid over the course of your Chapter 13 plan. Should you choose not to file for bankruptcy, Firm reserves the right to retain the upfront payment for services rendered and expenses. The upfront payment is considered earned upon receipt. Should you decide not to file for bankruptcy before Firm reviews your client questionnaire firm will only keep 1/2 of your Upfront Payment, after

deducting any costs and expenses first. Firm will hold the Upfront Payment in trust until you elect to either file or not file for bankruptcy.

The retainer above does not cover all situations in bankruptcy. The attached addendum discloses additional charges that may be incurred in your case should one of those situations arise.

Client Responsibilities

By signing below You agree that You will fully cooperate with the Firm and will provide all information requested by Firm on a timely basis. Failure to provide information in a timely manner may be grounds for termination of the attorney-client relationship. You are further acknowledging that any attempt to commit or the commission of, a fraud on any Court requires Firm to immediately terminate its representation of Client and would require Firm to withdraw and inform the Court of any fraud that has been committed.

Bankruptcy Process and Next Steps

Once this retainer agreement is returned to my firm and the Upfront Payment is made, you will have numerous tasks to complete. I will send you a list of those tasks, along with a detailed online questionnaire to complete. You will upload the documents as part of the online questionnaire. Those documents must be digital copies of the originals requested. If you do not have a scanner, your documents can be scanned using a scanner app on your smartphone or tablet. You can do an internet search to find recommendations based on your phone operating system. Keep in mind, it is imperative that I can read your scans. If they are not legible it may delay your case.

Exclusions

I will not represent You in the matters listed below, and they are EXCLUDED from representation. If you are interested in having the Firm represent you in an excluded matter, we will need to discuss and only after we both enter into a written retainer agreement will I be considered as your attorney for an excluded matter.

Excluded matters:

1. Adversary proceedings including any action for non-dischargeability;
2. Mortgage modification unless such exclusion is waived by me in writing;
3. Discharge of student loan debt;
4. State Court lawsuits of any nature;
5. Appeals;
6. Matters involving material facts, which were not disclosed at the time of this Retainer agreement;
7. Arbitrations; and

8. Mediation.

Document Destruction Policy

At the conclusion of the Firm's representation, I will send you a letter informing you that I am closing your file and you will have 30 days to decide what you would like to do with your documents. If you would like for me to destroy the files, you must send me written instructions that effect. If you do not provide me with instructions, at the conclusion of the 30-day period I will return all paper documents and electronic documents to you.

Electronically Stored Information (ESI) and Document Preservation

As part of your retention, it is possible that litigation may occur. If I have excluded certain types of litigation from my representation I will not be representing you in that possible litigation. You the Client have a responsibility to preserve ESI (emails, Facebook, word documents, excel files, etc.) and Documents that may be related to any future litigation. In bankruptcy, the majority of these documents are financial in nature and include bank statements, checks, contracts, etc. You have a responsibility to preserve these documents and not allow them to be destroyed or lost from this point forward.

Attorney Discretion

If another attorney requests that I grant an extension of time to do something in your case, the ability to approve or deny this request will be in my discretion.

If you are in agreement with the terms contained herein I would ask that you sign and date below and return to me with a check for the upfront retainer amount.

Sincerely,

Markham Law Firm LLC,

/s/ Sean Markham

AGREED AND ACCEPTED:

Antenette R Murray
ID YXtwafNTP1Mf6fC2A8tMvqz8

9/13/2022

Antenette R Murray

(ADDENDUM)

**ADDITIONAL FEE AGREEMENT WHICH IS PART OF THE RETAINER AGREEMENT
FOR VOLUNTARY UNCONTESTED BANKRUPTCY AND FEE AGREEMENT**

Some services for matters not included in the base fee are listed below. These representations are frequently necessary and therefore a standard fee schedule or flat fee has been established. The client and attorney agree that fees are reasonable and may be charged against the client's account with the Trustee. The fees shown below are representative of the fees that the Trustee may allow and are subject to change. The fees charged to each event may change but will not exceed a reasonable amount.

Client(s) agrees that the following events may cause a fee to be charged to the client and the amount shown is reasonable, subject to review by the Court and Trustee:

1.	Letters to Debtor	\$50.00
2.	Continuance of and Attendance at Continued §341 Meeting	\$500.00
3.	Transfer of Attorney	\$150.00
4.	Moratorium	\$500.00
5.	Resolve Motion to Dismiss	\$500.00
6.	Attending Dismissal Hearing for Non-Payment	\$500.00
7.	Defending Motion to Dismiss by Creditor after Conference	\$500.00
8.	Motion to Incur Debt	\$500.00
9.	Motion for Expedited/Emergency Hearing	\$300.00

10.	Motion to Sell Property	\$500.00
11.	Motion to Compel Turnover of Property	\$500.00
12.	Substitution of Collateral	\$500.00
13.	Motion to Modify Post Confirmation	\$400.00
14.	Motion to Modify Post Confirmation Requiring New Schedule I and J	\$500.00
15.	<u>Prevention of §362 Motion for Failure to Maintain Auto/Home Owners Insurance and/or Out of Court Work-Out</u>	\$300.00
16.	Defense of §362 Motion if No Response Filed	\$300.00
17.	Defense of §362 Motion if Response Filed	\$500.00
18.	Motion/Consent Order Modify Stay for Family Court Case	\$500.00
19.	Motion to Reinstate Stay or Resumption of Payments	\$500.00
20.	Motion to Reinstate Case	\$500.00
21.	Adding Creditors	\$150.00
22.	Motion to Reopen - Non Payment	\$500.00
23.	Debtor Objection to Claim	\$300.00
24.	Filing Claim on Behalf of Creditor	\$300.00
25.	Filing Pre or Post Confirmation Amendment	\$500.00
26.	Conversion to a Chapter 7	\$750.00 Plus remaining amount owed in Chapter 13
27.	Motion to Restrict Public Access	\$300.00
28.	Substitution of Collateral	\$500.00
29.	Amendments to the Petition Schedules After the Initial Filing	\$100.00
30.	Assistance in Obtaining Automobile Title After Discharge	\$100.00
30.	Application for Appointment of Non-Bankruptcy Counsel	\$500.00
31.	Audit by U.S. Trustee's office	\$750.00
32.	Filing Claim on Behalf of Creditor	\$200.00

33.	Loss Mitigation/Mortgage Modification	Portal - \$1,500.00 plus costs Non-portal - \$300.00
34.	Motion to Sell Free and Clear of Liens	\$1,200

***** Additional Allowable Fees above the listed amount may be used based on the following:**

\$50.00 Allowable where there are between 12 and 40 creditors

\$100.00 Allowable where there are over 40 creditors

CONSENT FORM

I hereby give my consent to have Universal Credit Services or anyone they designate to obtain information regarding my credit information.

For credit reporting purposes I have agreed to provide the following information:

Applicant: Antenette R Murray

Current Address: [REDACTED]

Applicant's SS#: [REDACTED]

Applicant's Date of Birth: [REDACTED]

Antenette R Murray
ID YxtwaNTP1Mi6fC2A8tMvqzB

It is also understood that a copy of this executed form, with a copy of the signature, will in all cases serve as an original for consent to release information.

PRIVACY ACT STATEMENT: This information is to be used by the agency collecting it in determining whether you qualify as a borrower for mortgage, auto, or any other loan purpose under the agency's program. It will not be disclosed outside of the agency without your consent except to financial institutions for verification of your deposits and as required. Title 39, U.S.A. Chapter 37, authorizes this information request.

eSignature Details

Signer ID: YXtwafNTP1Mf6fc2A8tMvqz8
Signed by: Antenette R Murray
Sent to email: murraysweetgrass@gmail.com
IP Address: 108.210.52.99
Signed at: Sep 13 2022, 3:18 pm EDT